NOTICE OF MEETING
SAN LUIS POLICE DEPARTMENT PUBLIC SAFETY PERSONNEL LOCAL RETIREMENT BOARD

In accordance with §38-431.01 of the Arizona Revised Statutes of the State of Arizona, notice is hereby given to the Board and to the general public that the San Luis Police Department Public Safety Personnel Local Retirement Board will hold a meeting at 3:00PM, March 20, 2023. The meeting will take place at the City Council Chambers, located at 1090 E. Union Street, San Luis, Arizona, 85349. Everyone from the public is invited to attend the open meeting.

In accordance with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, the City of San Luis does not discriminate on the basis of disability in the admission of or access to, or treatment of employment in its programs, activities, or services. For information regarding rights and provisions of the ADA or Section 504, or to request reasonable accommodations for participation in City programs, activities or services contact: ADA/Section 504 Coordinator, City of San Luis Human Resources Department, 1090 E. Union Street, San Luis, Arizona, 85349; (928) 341-8520.

Notice is hereby given that pursuant to A.R.S. §1-602.A.9, subject to certain specified statutory exceptions, parents have a right to consent before the State or any of its political subdivisions make a video or audio recording of a minor child. Meetings of the Board are audio and/or video recorded, and, as a result, proceedings in which children are present may be subject to such recordings. Parents, in order to exercise their rights, may either file written consent with the City Clerk to such recordings or take personal action to ensure that their child or children are not present when a recording may be made. If a child is present at the time a recording is made, the City will assume that the rights afforded parents pursuant to A.R.S. §1-602.A.9 have been waived.

THIS NOTICE IS GIVEN BY:

/s/ Mary Barajas, Human Resources Coordinator

AVISO DE JUNTA
JUBILACIONES DEL PERSONAL DE SEGURIDAD PUBLICA DEL DEPARTAMENTO DE POLICIA DE SAN LUIS

De acuerdo con los Estatutos del Estado de Arizona A.R.S. §38-431.01, se le informa a los miembros de la Mesa Directiva y al publico en general que la Junta Local de Jubilaciones del Personal de Seguridad Pública del Departamento de Policía de San Luis, tendran una junta a las 3:00PM, el dia Lunes, 20 de Marzo, 2023. La junta se llevara a cabo en la Sala del Cabildo, ubicada en el 1090 E. Union Street, San Luis, Arizona, 85349. El publico este cordialmente invitado a la junta.

De acuerdo con el Acta de Americanos con Discapacidades y la Seccion 504 del Acta de Rehabilitacion del 1973, la Ciudad de San Luis, Arizona no discrimina por causa de discapacidad la admision y acceso a sus programas, actividades, servicios o en el trato en cuanto a empleo. Para mas informacion referente a derechos y provisiones del Acta de Americanos con Discapacidades o Secci6n 504, o para solicitar adaptaciones qua sean razonables para la participacion en programas, actividades o servicios de la Ciudad, contactar al: Coordinador del Acta de Americanos con Discapacidades/SecciOn 504, Departamento de Recursos Humanos de la Ciudad de San Luis, Arizona, ubicado en el 1090 E. Union Street, San Luis, Arizona, 85349; (928) 341-8520.

Por medio de este aviso y de acuerdo con los Estatutos del Estado de Arizona A.R.S §1-602.A.9, sujeto a ciertas excepciones reglamentarias, los padres de familia tienen el derecho de dar el consentimiento ante el Estado o cualquiera de sus subdivisiones politicas para hacer una grabacion de audio o video de su hijo menor de edad. Las juntas de la Mesa Directiva se graban en audio y/o video y como resultado, el hecho de que hays menores presentes puede ser sujeto a que sean grabados. Para que los padres de familia puedan ejercer sus derechos pueden dar el consentimiento por escrito con la Secretaria de la Ciudad a tal grabacion, o tomar accion personal para asegurarse que su hijo menor no este presente cuando la grabacion se lleve a cabo. Si un menor de edad este presente en el momento de la grabacion, la Ciudad asumira que los padres de familia estan cediendo los derechos sobre una posible grabacion de acuerdo con los Estatutos del Estado de Arizona A.R.S. §1-602.A.9.

ESTE AVISO ES DADO POR:

/f/ Mary Barajas, Coordinadora de Recursos Humanos

AGENDA
San Luis Police Department
Public Safety Personnel
Local Retirement Board
San Luis Council Chambers
1090 E. Union Street
San Luis, Arizona 85349
March 20, 2023
3:00 PM

PLEASE TAKE NOTICE THAT MEMBERS OF THE BOARD WILL ATTEND EITHER IN PERSON, TELEPHONE, OR VIDEO CONFERENCE COMMUNICATION. THE CHAIR OR ACTING CHAIR FOR THIS MEETING MAY CHANGE THE ORDER OF THE ITEMS; IF AUTHORIZED BY LAW AND BY A MAJORITY VOTE OF A QUORUM OF BOARD MEMBERS PRESENT, AN EXECUTIVE SESSION WILL BE HELD IMMEDIATELY FOLLOWING THE VOTE IN ACCORDANCE WITH A.R.S. §38-431.03(A) AND THE MEETING WILL BE TEMPORARILY RECESSED WHILE THE BOARD RETIRES TO EXECUTIVE SESSION WHICH WILL NOT BE OPEN TO THE PUBLIC.

POR FAVOR TENGA EN CUENTA QUE LOS MIEMBROS DE LA JUNTA ASISTIRÁN EN PERSONA, POR TELÉFONO O COMUNICACIÓN POR VIDEOCONFERENCIA. EL PRESIDENTE O EL PRESIDENTE INTERINO DE ESTA REUNIÓN PUEDE CAMBIAR EL ORDEN DE LOS PUNTOS; SI LO AUTORIZA LA LEY Y POR MAYORÍA DE VOTOS DEL QUÓRUM DE MIEMBROS DEL CONSEJO PRESENTES, SE CELEBRARÁ UNA SESIÓN EJECUTIVA INMEDIATAMENTE DESPUÉS DE LA VOTACIÓN DE CONFORMIDAD CON A.R.S. §38-431.03(A) Y LA REUNIÓN SE CANCELARÁ TEMPORALMENTE MIENTRAS LA JUNTA SE RETIRA A LA SESIÓN EJECUTIVA QUE NO ESTARÁ ABIERTA AL PÚBLICO.

1. CALL TO ORDER/ROLL CALL

2. PRESENTATION

2. A. Presentation of new elected board member, Lt. Nigel Reynoso, to serve on the San Luis Police Department Public Safety Personnel Local Retirement Board. **(Tadeo A. De La Hoya, Chairman)**

3. CONSENT AGENDA
All matters are considered to be routine by the Commission and will be enacted by one motion. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.

3. A. MINUTES OF:
Board meeting held on August 3rd, 2021.

4. DISCUSSION AND POSSIBLE ACTION ITEMS:

4. A. Discussion and possible action on any and all matters regarding new PSPRS membership applications. **(Mary Barajas, Human Resources Coordinator)**

4. B. Discussion and possible action on any and all matters regarding hiring independent Legal Counsel for the City of San Luis PD Local Board. **(Adela Cortez, Director of Human Resources)**.

4. C. Discussion and possible action on any and all matters regarding the election of a non-voting secretary to serve on the San Luis Police Department Public Safety Personnel Local Retirement Board. **(Tadeo A. De La Hoya, Chairman)**

5. ADJOURNMENT

AGENDA ITEM REVIEW FORM

PSPRS - Police **2. A.**

Meeting Date: 03/20/2023

Submitted By: Maria Barajas Gutierrez, Human Resources Coordinator, Human Resources Department

ITEM:

Presentation of new elected board member, Lt. Nigel Reynoso, to serve on the San Luis Police Department Public Safety Personnel Local Retirement Board. **(Tadeo A. De La Hoya, Chairman)**

SUMMARY:

Elected board member Lt. Marco Santana's term is expired as of October 2022. A secret ballot election was held, and Lt. Nigel Reynoso was selected by the Police Department. Lt. Reynoso was sworn in with the City Clerk on October 24, 2022.

There are 2 members of the board elected by the members under ARS 38-847(A)(1)

(1.) For political subdivisions or Indian tribes, the mayor or chief elected official or a designee of the mayor or chief elected official approved by the respective governing body as chairman, two members elected by secret ballot by members employed by the appropriate employer and two citizens, one of whom shall be the head of the merit system, or the head's designee from among the other members of the merit system, if it exists for the group of members, appointed by the mayor or chief elected official and with the approval of the governing body of the city or the governing body of the employer. The appointed two citizens shall serve on both local boards in a city or Indian tribes where both fire and police department employees are members.

RECOMMENDATION / SUGGESTED MOTION:

PRESENTATION ONLY, NO ACTION.

AGENDA ITEM REVIEW FORM

PSPRS - Police **3. A.**

Meeting Date: 03/20/2023

Submitted By: Maria Barajas Gutierrez, Human Resources Coordinator, Human Resources Department

ITEM:

MINUTES OF:

Board meeting held on August 3rd, 2021.

SUMMARY:

Approval of minutes of Board meeting held August 3rd, 2021.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO APPROVE THE MINUTES OF THE BOARD MEETING HELD ON AUGUST 3, 2021.

Attachments

08.03.2021 MEETING MINUTES

MINUTES
Special Meeting
San Luis Police Department Public Safety
Personnel Local Retirement Board
San Luis Council Chambers
1090 E Union Street
August 3, 2021
9:00a.m.

1. CALL TO ORDER/ROLL CALL: City Attorney Kay Marion Macuil called the meeting to order at approximately 9:02a.m.

City Attorney Kay Marion Macuil requests to appoint an acting Chairman, Contributing Member Marco Santana. There was no opposition from the Board.

MOTION: Board Member Alan Guevara/Board Member Maria Munoz to approve Contributing Member Marco Santana as acting Chairman. Motion passed unanimously.

The vote was as follows:

Board Member Monica Castro	Aye
Board Member Maria Munoz	Aye
Contributing Member Marco Santana	Aye
Contributing Member Alan Guevara	Aye

PRESENT:	Marco Santana, Contributing Member Monica Castro, Board Member Maria Munoz, Board Member Alan Guevara, Contributing Member
ABSENT	Tadeo A. De La Hoya, Chairman
OTHERS PRESENT:	Kay Marion Macuil, City Attorney Sonia Cornelio, City Clerk Axel Chayra, IT Department Michelle Boucher, Board Secretary Rosalva Leon, Human Resources Domingo Sosa, IT Department

2. CONSENT AGENDA:

2. A. MINUTES OF

-Special board meeting held November 2, 2020

MOTION: Contributing Member Marco Santana/ Board Member Maria Munoz to approve consent agenda as presented. Motion passed unanimously.

The vote was as follows:

Board Member Monica Castro	Aye
Contributing Member Marco Santana	Aye
Board Member Maria Munoz	Aye
Contributing Member Alan Guevara	Aye

3. DISCUSSION AND POSSIBLE ACTION ITEM

3. A. Discussion and possible action on any and all matters regarding the term for Board Member Maria Munoz expiring, and appointing a representative from Human Resources to serve on the San Luis Police Department Public Safety Personnel Local Retirement Board for a four (4) year term. (Marco Santana, Contributing Member)

City Attorney Kay Macuil states that it is permissible to extend the term for Board Members. However, it is up to the board to decide, and there has been provided a suggested motion.

MOTION: Contributing Member Alan Guevara/ Contributing Member Marco Santana to approve consent agenda as presented. Motion passed unanimously.

The vote was as follows:

Board Member Monica Castro	Aye
Contributing Member Marco Santana	Aye
Board Member Maria Munoz	Aye
Contributing Member Alan Guevara	Aye

3. B. Discussion and possible action on any and all matters regarding new membership applications, Police Officers Marleny Gonzalez, effective date October 14, 2020, Gabriel Bustillos, effective date October 14, 2020, and Abraham Lopez, effective date July 20, 2020. (Rosalva Leon, Human Resources Coordinator)

Rosalva Leon, Human Resources Coordinator, states the following. For the Board to determine eligibility of new membership, the City of San Luis must provide the following. Employee Abraham Lopez, hired on July 20, 2020 as a police officer, employee Marleny Gonzalez, hired on October 14, 2020 as a police officer, and employee Gabriel Bustillos, hired on October 14, 2020 as a police officer. For these mentioned employees, the examining doctor had the description of the essential functions and found that there were no preexisting conditions for these officers.

MOTION: Board Member Monica Castro/ Contributing Member Alan Guevara to accept Police Officers Marleny Gonzalez, effective date October 14, 2020, Gabriel Bustillos, effective date October 14, 2020, and Abraham Lopez, effective date July 20, 2020. The City of San Luis HR Department finds eligibility and no preexisting conditions, and accepts them for membership to participate in the PSPRS plan. Motion passed unanimously.

The vote was as follows:

Board Member Monica Castro	Aye
Contributing Member Marco Santana	Aye
Board Member Maria Munoz	Aye
Contributing Member Alan Guevara	Aye

4. ADJOURNMENT

MOTION: Contributing Member Marco Santana/Board Member Monica Castro to adjourn the special meeting at approximately 9:09 a.m. Motion passed unanimously.

The vote was as follows:

Board Member Monica Castro	Aye
Contributing Member Marco Santana	Aye
Board Member Maria Munoz	Aye
Contributing Member Alan Guevara	Aye

AGENDA ITEM REVIEW FORM

PSPRS - Police **4. A.**

Meeting Date: 03/20/2023

Submitted By: Maria Barajas Gutierrez, Human Resources Coordinator, Human Resources Department

ITEM:

Discussion and possible action on any and all matters regarding new PSPRS membership applications. **(Mary Barajas, Human Resources Coordinator)**

SUMMARY:

The City of San Luis Human Resources Department is submitting appropriate information to be considered for rendering acceptance of membership of the following employees to participate in the Public Safety Personnel Retirement System Plan (PSPRS).

Under ARS § 38-847.01 (attached), below is all necessary information to render a decision on the employee's eligibility for membership.

- Daniel Tafoya; DOH: October 4th, 2021; Police Officer.
- Cynthia Andrade; DOH: October 4th, 2021; Police Officer.
- Carlos Bermudez; DOH: October 12th, 2021; Police Officer.

Description of Essential Functions/Physical Demands:

- While performing the duties of this job, the employee is frequently required to sit and stand; walk long distances; drive a vehicle; talk and hear, both in person and by radio; use hands to finger, handle, feel or operate equipment; engage in repetitive movements of hands and wrists; reach with hands and arms; stoop, bend, kneel and crouch and occasionally lift or move up to twenty-five pounds.
- Specific vision abilities required by this job include close vision, distance vision, color vision, the use of both eyes, depth perception, peripheral vision and the ability to adjust focus.
- While performing the duties of this class, employees are regularly required to use written and oral communication skills; read and interpret data, information and documents; analyze and solve problems; use math and mathematical reasoning; observe and interpret situations; learn and apply new information or new skills; work under deadlines with constant interruptions; interact with City staff and other organizations; and frequently deal with dissatisfied or quarrelsome individuals.

Under ARS § 38-842(31) – Member Definition, all three applicants meet the Member Definition, which include:

1. be a paid municipal police officer who is regularly assigned to hazardous duty,
2. be a full-time employee, working a minimum of 40 hours per week,
3. be a certified peace officer, and
4. be hired for more than six months in a calendar year

Under ARS § 38-859 - Medical evaluations for these applicants were conducted in compliance with PSPRS Revised Model Uniform Rules of Local Board Procedure and relevant Arizona Revised Statutes.

As a requirement for membership, the City of San Luis and this board must ensure that employees who qualify for membership into PSPRS undergo a medical evaluation. This evaluation is completed to identify any physical or mental conditions that exist that may potentially affect the employee's future eligibility for disability benefits. (See ARS § 38-844(D) and ARS §38-859(B), attached). These evaluations are strictly conducted for purposes related to PSPRS plan benefits and are not used in employment-related decisions such as hiring, promotion, termination, etc. Human Resources received required medical evaluations and no pre-existing conditions were indicated.

The City of San Luis Human Resources Department finds that:

- Carlos Bermudez, and Cynthia Andrade have met eligibility requirements and satisfactorily completed the PSPRS Membership Form with no pre-existing conditions.
- Daniel Tafoya has met eligibility requirements and satisfactorily completed the PSPRS Membership Form. Member Tafoya disclosed a pre-existing condition, which with a medical device, determined him to be able to perform the essential functions of a peace officer.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO ACCEPT HR DEPARTMENT'S FINDINGS AND ACCEPT MEMBERSHIP TO PARTICIPATE IN THE PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM FOR APPLICANTS CYNTHIA ANDRADE AND CARLOS BERMUDEZ WITH NO PRE-EXISTING CONDITIONS, AND DANIEL TAFOYA WITH PRE-EXISTING CONDITION.

Attachments

ARS § 38-842(31)

ARS § 38-847.01

ARS § 38-859

ARS § 38-844

38-842. Definitions

In this article, unless the context otherwise requires:

1. "Accidental disability" means a physical or mental condition that the local board finds totally and permanently prevents an employee from performing a reasonable range of duties within the employee's job classification and that was incurred in the performance of the employee's duty.

2. "Accumulated contributions" means, for each member, the sum of the amount of the member's aggregate contributions made to the fund and the amount, if any, attributable to the employee's contributions before the member's effective date under another public retirement system, other than the federal social security act, and transferred to the fund minus the benefits paid to or on behalf of the member.

3. "Actuarial equivalent" means equality in present value of the aggregate amounts expected to be received under two different forms of payment, based on mortality and interest assumptions adopted by the board.

4. "Alternate payee" means the spouse or former spouse of a participant as designated in a domestic relations order.

5. "Alternate payee's portion" means benefits that are payable to an alternate payee pursuant to a plan approved domestic relations order.

6. "Annuitant" means a person who is receiving a benefit pursuant to section 38-846.01.

7. "Average monthly benefit compensation" means the result obtained by dividing the total compensation paid to an employee during a considered period by the number of months, including fractional months, in which such compensation was received. For an employee who becomes a member of the system:

(a) Before January 1, 2012, the considered period shall be the three consecutive years within the last twenty completed years of credited service that yield the highest average. In the computation under this subdivision, a period of nonpaid or partially paid industrial leave shall be considered based on the compensation the employee would have received in the employee's job classification if the employee was not on industrial leave.

(b) On or after January 1, 2012 and before July 1, 2017, the considered period is the five consecutive years within the last twenty completed years of credited service that yield the highest average. In the computation under this subdivision, a period of nonpaid or partially paid industrial leave shall be considered based on the compensation the employee would have received in the employee's job classification if the employee was not on industrial leave.

(c) On or after July 1, 2017, the considered period is the five consecutive years within the last fifteen completed years of credited service that yield the highest average. In the computation under this subdivision, a period of nonpaid or partially paid industrial leave shall be considered based on the compensation the employee would have received in the employee's job classification if the employee was not on industrial leave.

8. "Board" means the board of trustees of the system, who are the persons appointed to invest and operate the fund.

9. "Catastrophic disability" means a physical and not a psychological condition that the local board determines prevents the employee from totally and permanently engaging in any gainful employment and that results from a physical injury incurred in the performance of the employee's duty.

10. "Certified peace officer" means a peace officer certified by the Arizona peace officer standards and training board.

11. "Claimant" means any member or beneficiary who files an application for benefits pursuant to this article.

12. "Compensation" means, for the purpose of computing retirement benefits, base salary, overtime pay, shift differential pay, military differential wage pay, compensatory time used by an employee in lieu of overtime not otherwise paid by an employer and holiday pay paid to an employee by the employer for the employee's performance of services in an eligible group on a regular monthly,

semimonthly or biweekly payroll basis and longevity pay paid to an employee at least every six months for which contributions are made to the system pursuant to section 38-843, subsection D. Compensation does not include, for the purpose of computing retirement benefits, payment for unused sick leave, payment in lieu of vacation, payment for unused compensatory time or payment for any fringe benefits. In addition, compensation does not include, for the purpose of computing retirement benefits, payments made directly or indirectly by the employer to the employee for work performed for a third party on a contracted basis or any other type of agreement under which the third party pays or reimburses the employer for the work performed by the employee for that third party, except for third-party contracts between public agencies for law enforcement, criminal, traffic and crime suppression activities training or fire, wildfire, emergency medical or emergency management activities or where the employer supervises the employee's performance of law enforcement, criminal, traffic and crime suppression activities training or fire, wildfire, emergency medical or emergency management activities. For the purposes of this paragraph, "base salary" means the amount of compensation each employee is regularly paid for personal services rendered to an employer before the addition of any extra monies, including overtime pay, shift differential pay, holiday pay, longevity pay, fringe benefit pay and similar extra payments.

13. "Credited service" means the member's total period of service before the member's effective date of participation, plus those compensated periods of the member's service thereafter for which the member made contributions to the fund.

14. "Cure period" means the ninety-day period in which a participant or alternate payee may submit an amended domestic relations order and request a determination, calculated from the time the system issues a determination finding that a previously submitted domestic relations order did not qualify as a plan approved domestic relations order.

15. "Depository" means a bank in which all monies of the system are deposited and held and from which all expenditures for benefits, expenses and investments are disbursed.

16. "Determination" means a written document that indicates to a participant and alternate payee whether a domestic relations order qualifies as a plan approved domestic relations order.

17. "Determination period" means the ninety-day period in which the system must review a domestic relations order that is submitted by a participant or alternate payee to determine whether the domestic relations order qualifies as a plan approved domestic relations order, calculated from the time the system mails a notice of receipt to the participant and alternate payee.

18. "Direct rollover" means a payment by the system to an eligible retirement plan that is specified by the distributee.

19. "Distributee" means a member, a member's surviving spouse or a member's spouse or former spouse who is the alternate payee under a plan approved domestic relations order.

20. "Domestic relations order" means an order of a court of this state that is made pursuant to the domestic relations laws of this state and that creates or recognizes the existence of an alternate payee's right to, or assigns to an alternate payee the right to, receive a portion of the benefits payable to a participant.

21. "Effective date of participation" means July 1, 1968, except with respect to employers and their covered employees whose contributions to the fund commence thereafter, the effective date of their participation in the system is as specified in the applicable joinder agreement.

22. "Effective date of vesting" means the date a member's rights to benefits vest pursuant to section 38-844.01.

23. "Eligible child" means an unmarried child of a deceased member or retired member who meets one of the following qualifications:

(a) Is under eighteen years of age.

(b) Is at least eighteen years of age and under twenty-three years of age only during any period that the child is a full-time student.

(c) Is under a disability that began before the child attained twenty-three years of age and remains a dependent of the surviving spouse or guardian.

24. "Eligible groups" means only the following who are regularly assigned to hazardous duty:

(a) Municipal police officers who are certified peace officers.

(b) Municipal firefighters.

(c) Paid full-time firefighters employed directly by a fire district organized pursuant to section 48-803 or 48-804 or a joint powers authority pursuant to section 48-805.01 with three or more full-time firefighters, but not including firefighters employed by a fire district pursuant to a contract with a corporation.

(d) State highway patrol officers who are certified peace officers.

(e) State firefighters.

(f) County sheriffs and deputies who are certified peace officers.

(g) Game and fish wardens who are certified peace officers.

(h) Police officers who are certified peace officers and firefighters of a nonprofit corporation operating a public airport pursuant to sections 28-8423 and 28-8424. A police officer shall be designated pursuant to section 28-8426 to aid and supplement state and local law enforcement agencies and a firefighter's sole duty shall be to perform firefighting services, including services required by federal regulations.

(i) Police officers who are certified peace officers and who are appointed by the Arizona board of regents.

(j) Police officers who are certified peace officers and who are appointed by a community college district governing board.

(k) State attorney general investigators who are certified peace officers.

(l) County attorney investigators who are certified peace officers.

(m) Police officers who are certified peace officers and who are employed by an Indian reservation police agency.

(n) Firefighters who are employed by an Indian reservation firefighting agency.

(o) Department of liquor licenses and control investigators who are certified peace officers.

(p) Arizona department of agriculture officers who are certified peace officers.

(q) Arizona state parks board rangers and managers who are certified peace officers.

(r) County park rangers who are certified peace officers.

(s) Game rangers who are certified peace officers and who are employed by an Indian reservation.

25. "Eligible retirement plan" means any of the following that accepts a distributee's eligible rollover distribution:

(a) An individual retirement account described in section 408(a) of the internal revenue code.

(b) An individual retirement annuity described in section 408(b) of the internal revenue code.

(c) An annuity plan described in section 403(a) of the internal revenue code.

(d) A qualified trust described in section 401(a) of the internal revenue code.

(e) An annuity contract described in section 403(b) of the internal revenue code.

(f) An eligible deferred compensation plan described in section 457(b) of the internal revenue code that is maintained by a state, a political subdivision of a state or any agency or instrumentality of a state or a political subdivision of a state and that agrees to

separately account for amounts transferred into the eligible deferred compensation plan from this plan.

(g) A Roth individual retirement account that satisfies the requirements of section 408A of the internal revenue code.

(h) For distributions made after December 18, 2015, a simple retirement account as defined in section 408(p) of the internal revenue code.

26. "Eligible rollover distribution" means a payment to a distributee, but does not include any of the following:

(a) Any distribution that is one of a series of substantially equal periodic payments made not less frequently than annually for the life or life expectancy of the member or the joint lives or joint life expectancies of the member and the member's beneficiary or for a specified period of ten years or more.

(b) Any distribution to the extent the distribution is required under section 401(a)(9) of the internal revenue code.

(c) The portion of any distribution that may not be included in gross income.

(d) Any distribution made to satisfy the requirements of section 415 of the internal revenue code.

(e) Hardship distributions.

(f) Similar items designated by the commissioner of the United States internal revenue service in revenue rulings, notices and other guidance published in the internal revenue bulletin.

27. "Employee" means any person who is employed by a participating employer and who is a member of an eligible group but does not include any persons compensated on a contractual or fee basis. If an eligible group requires certified peace officer status or firefighter certification and at the option of the local board, employee may include a person who is training to become a certified peace officer or firefighter.

28. "Employers" means:

(a) Cities contributing to the fire fighters' relief and pension fund as provided in sections 9-951 through 9-973 or statutes amended thereby and antecedent thereto, as of June 30, 1968 on behalf of their full-time paid firefighters.

(b) Cities contributing under the state police pension laws as provided in sections 9-911 through 9-934 or statutes amended thereby and antecedent thereto, as of June 30, 1968 on behalf of their municipal policemen.

(c) The state highway patrol covered under the state highway patrol retirement system.

(d) The state, or any political subdivision of this state, including towns, cities, fire districts, joint powers authorities, counties and nonprofit corporations operating public airports pursuant to sections 28-8423 and 28-8424, that has elected to participate in the system on behalf of an eligible group of public safety personnel pursuant to a joinder agreement entered into after July 1, 1968.

(e) Indian tribes that have elected to participate in the system on behalf of an eligible group of public safety personnel pursuant to a joinder agreement entered into after July 1, 1968.

29. "Fund" means the public safety personnel retirement fund, which is the fund established to receive and invest contributions accumulated under the system and from which benefits are paid.

30. "Local board" means the retirement board of the employer, who are the persons appointed to administer the system as it applies to their members in the system.

31. "Member":

(a) Means any full-time employee who meets all of the following qualifications:

(i) Who is either a paid municipal police officer, a paid firefighter, a law enforcement officer who is employed by this state including the director thereof, a state firefighter who is primarily assigned to firefighting duties, a firefighter or police officer of a nonprofit corporation operating a public airport pursuant to sections 28-8423 and 28-8424, all ranks designated by the Arizona law enforcement merit system council, a state attorney general investigator who is a certified peace officer, a county attorney investigator who is a certified peace officer, a department of liquor licenses and control investigator who is a certified peace officer, an Arizona department of agriculture officer who is a certified peace officer, an Arizona state parks board ranger or manager who is a certified peace officer, a county park ranger who is a certified peace officer, a person who is a certified peace officer and who is employed by an Indian reservation police agency, a game ranger who is a certified peace officer and who is employed by an Indian reservation, a firefighter who is employed by an Indian reservation firefighting agency or an employee included in a group designated as eligible employees under a joinder agreement entered into by their employer after July 1, 1968 and who is or was regularly assigned to hazardous duty or, beginning retroactively to January 1, 2009, who is a police chief or a fire chief.

(ii) Who, on or after the employee's effective date of participation, is receiving compensation for personal services rendered to an employer or would be receiving compensation except for an authorized leave of absence.

(iii) Whose customary employment is at least forty hours per week or, for those employees who customarily work fluctuating workweeks, whose customary employment averages at least forty hours per week.

(iv) Who is engaged to work for more than six months in a calendar year.

(v) Who, if economic conditions exist, is required to take furlough days or reduce the hours of the employee's normal workweek below forty hours but not less than thirty hours per pay cycle, and maintain the employee's active member status within the system as long as the hour change does not extend beyond twelve consecutive months.

(vi) Who has not attained age sixty-five before the employee's effective date of participation or who was over age sixty-five with twenty-five years or more of service prior to the employee's effective date of participation.

(b) Does not include an employee who is hired on or after July 1, 2017, who makes the irrevocable election to participate solely in the public safety personnel defined contribution retirement plan established pursuant to article 4.1 of this chapter and who was not an active, an inactive or a retired member of the system or a member of the system with a disability on June 30, 2017.

32. "Normal retirement date" means:

(a) For an employee who becomes a member of the system before January 1, 2012, the first day of the calendar month immediately following the employee's completion of twenty years of service or the employee's sixty-second birthday and the employee's completion of fifteen years of service.

(b) For an employee who becomes a member of the system on or after January 1, 2012 and before July 1, 2017, the first day of the calendar month immediately following the employee's completion of either twenty-five years of service or fifteen years of credited service if the employee is at least fifty-two and one-half years of age.

(c) For an employee who becomes a member of the system on or after July 1, 2017, the first day of the calendar month immediately following the employee's completion of fifteen years of credited service if the employee is at least fifty-five years of age.

33. "Notice of receipt" means a written document that is issued by the system to a participant and alternate payee and that states that the system has received a domestic relations order and a request for a determination that the domestic relations order is a plan approved domestic relations order.

34. "Ordinary disability" means a physical condition that the local board determines will prevent an employee totally and permanently from performing a reasonable range of duties within the employee's department or a mental condition that the local board determines will prevent an employee totally and permanently from engaging in any substantial gainful activity.

35. "Participant" means a member who is subject to a domestic relations order.

36. "Participant's portion" means benefits that are payable to a participant pursuant to a plan approved domestic relations order.

37. "Pension" means a series of monthly amounts that are payable to a person who is entitled to receive benefits under the plan but does not include an annuity that is payable pursuant to section 38-846.01.

38. "Personal representative" means the personal representative of a deceased alternate payee.

39. "Physician" means a physician who is licensed pursuant to title 32, chapter 13 or 17.

40. "Plan approved domestic relations order" means a domestic relations order that the system approves as meeting all the requirements for a plan approved domestic relations order as otherwise prescribed in this article.

41. "Plan year" or "fiscal year" means the period beginning on July 1 of any year and ending on June 30 of the next succeeding year.

42. "Regularly assigned to hazardous duty" means regularly assigned to duties of the type normally expected of municipal police officers, municipal or state firefighters, eligible fire district firefighters, state highway patrol officers, county sheriffs and deputies, fish and game wardens, firefighters and police officers of a nonprofit corporation operating a public airport pursuant to sections 28-8423 and 28-8424, police officers who are appointed by the Arizona board of regents or a community college district governing board, state attorney general investigators who are certified peace officers, county attorney investigators who are certified peace officers, department of liquor licenses and control investigators who are certified peace officers, Arizona department of agriculture officers who are certified peace officers, Arizona state parks board rangers and managers who are certified peace officers, county park rangers who are certified peace officers, police officers who are certified peace officers and who are employed by an Indian reservation police agency, firefighters who are employed by an Indian reservation firefighting agency or game rangers who are certified peace officers and who are employed by an Indian reservation. Those individuals who are assigned solely to support duties such as secretaries, stenographers, clerical personnel, clerks, cooks, maintenance personnel, mechanics and dispatchers are not assigned to hazardous duty regardless of their position classification title. Since the normal duties of those jobs described in this paragraph are constantly changing, questions as to whether a person is or was previously regularly assigned to hazardous duty shall be resolved by the local board on a case-by-case basis. Resolutions by local boards are subject to rehearing and appeal.

43. "Retirement" or "retired" means termination of employment after a member has fulfilled all requirements for a pension, for an employee who becomes a member of the system on or after January 1, 2012 and before July 1, 2017, attains the age and service requirements for a normal retirement date or for an employee who becomes a member of the system on or after July 1, 2017 attains the age and credited service requirements for a normal retirement date. Retirement shall be considered as commencing on the first day of the month immediately following a member's last day of employment or authorized leave of absence, if later.

44. "Segregated funds" means the amount of benefits that would currently be payable to an alternate payee pursuant to a domestic relations order under review by the system, or a domestic relations order submitted to the system that failed to qualify as a plan approved domestic relations order, if the domestic relations order were determined to be a plan approved domestic relations order.

45. "Service" means the last period of continuous employment of an employee by the employers before the employee's retirement, except that if such period includes employment during which the employee would not have qualified as a member had the system then been effective, such as employment as a volunteer firefighter, then only twenty-five percent of such noncovered employment shall be considered as service. Any absence that is authorized by an employer shall not be considered as interrupting continuity of employment if the employee returns within the period of authorized absence. Transfers between employers also shall not be considered as interrupting continuity of employment. Any period during which a member is receiving sick leave payments or a temporary disability pension shall be considered as service. Notwithstanding any other provision of this paragraph, any period during which a person was employed as a full-time paid firefighter for a corporation that contracted with an employer to provide firefighting services on behalf of the employer shall be considered as service if the employer has elected at its option to treat part or all of the period the firefighter worked for the company as service in its applicable joinder agreement. Any reference in this system to the number of years of service of an employee shall be deemed to include fractional portions of a year.

46. "State" means the state of Arizona, including any department, office, board, commission, agency or other instrumentality of this state.

47. "System" means the public safety personnel retirement system established by this article.

48. "Temporary disability" means a physical or mental condition that the local board finds totally and temporarily prevents an employee from performing a reasonable range of duties within the employee's department and that was incurred in the performance of the employee's duty.

38-847.01. Membership in retirement plan; eligibility

A. Each employee of an eligible group shall participate in the plan on proper determination of eligibility for membership by the local board pursuant to section 38-847, subsection D.

B. The employer shall provide to the local board all necessary information to render a decision on the employee's eligibility for membership. The information shall include:

1. The date the employee was hired or appointed to the position.

2. The employee's position title.

3. A description of the essential functions for the position.

C. An employee receiving a pension from the plan is not subject to this section, but is subject to section 38-849.

38-859. Medical boards; purposes; composition; medical examinations

A. The purposes of a medical board are to:

1. Identify a physical or mental condition or injury that existed or occurred prior to the member's date of membership in the system and for which benefits may otherwise be limited by section 38-844, subsection D.

2. Evaluate a member's eligibility for an accidental disability pension.

3. Evaluate a member's eligibility for an ordinary disability pension.

4. Evaluate a member's eligibility for a temporary disability pension.

5. Evaluate a member's eligibility for a catastrophic disability pension.

6. For the purposes of section 38-846, determine through appropriate medical evidence the proximate cause of death for members who are killed in the line of duty if the death occurs more than one year after the date of injury.

B. For the purpose of determining a disability, the medical board shall be composed of a designated physician or physicians working in a clinic other than the employer's regular employee or contractee. Employees employed after October 1, 1992 shall undergo a medical examination for the purpose of identifying a physical or mental condition or injury that existed or occurred prior to a member's date of membership in the system and for which benefits may otherwise be limited by section 38-844, subsection D, and for this purpose, the medical board shall be composed of a designated physician or physicians working in a clinic that may be the employer's regular employee or contractee.

C. A finding of accidental, ordinary, temporary or catastrophic disability shall be based on medical evidence by a designated physician or a physician working in a clinic that is appointed by the local board pursuant to section 38-847, subsection D, paragraph 9 that established the disability. The local board shall resolve material conflicts in medical evidence. If required, the local board may employ other physicians or clinics to report on special cases. With the approval of the local board, a designated physician or physicians working in a clinic that is employed by the local board may employ occupational specialists to assist the designated physician or physicians working in a clinic in rendering an opinion.

D. All employees shall undergo medical examinations before a designated physician or a physician working in a clinic that is appointed by the local board pursuant to and for the reasons prescribed in this article. An employee who fails to comply with this subsection waives all rights to disability benefits under this article.

E. The examining physician or clinic shall report the results of examinations to the local board, and the secretary of the local board shall preserve the report as a permanent record. Medical examinations conducted pursuant to this article shall be conducted by a physician and shall not be conducted or utilized for the purposes of hiring, advancement, discharge, job training or other terms, conditions and privileges of employment unrelated to the receipt of or qualification for pension benefits or service credits under the system.

F. This section does not affect or impair the right of an employer to prescribe medical or physical standards for employees or prospective employees.

38-844. Requirements for retirement benefits and disability pensions

A. A member shall be eligible for a normal pension on retirement on or after the member's normal retirement date. Payment of a normal pension shall commence as of the first day of the month following the date of retirement, and the last payment shall be made as of the last day of the month in which the death of the retired member occurs.

B. A member is eligible for an accidental disability pension if the member's employment is terminated by reason of accidental disability. A member is eligible for an ordinary disability pension if the member's employment is terminated before the member's normal retirement date by reason of ordinary disability. A member shall file an application for a disability pension after the disabling incident or within one year after the date the member ceases to be an employee. Timely application for an accidental, catastrophic or ordinary disability pension is a prerequisite to receipt of the pension. Payment of an accidental, catastrophic or ordinary disability pension shall commence as of the first day of the month following the date of retirement or the expiration of a period during which the member is receiving sick leave payments or a temporary disability pension, whichever is later, but not earlier than section 38-845.02 allows for retroactive payments. The last payment shall be made as of the last day of the month in which the death of the retired member occurs, or if disability ceases before the member's normal retirement date, the first day of the month in which disability ceases.

C. A member is eligible for a catastrophic disability pension if the member's employment is terminated by reason of catastrophic disability. If more than the allowable catastrophic disability pensions are approved by the local boards in a calendar year, from and after December 31 of the following calendar year a member of the system is not eligible to apply for a catastrophic disability pension. On or before January 31, the board of trustees shall report to the president of the senate and the speaker of the house of representatives the number of catastrophic disability pensions that were approved by the local boards in the preceding calendar year. For the purposes of this subsection, "allowable catastrophic disability pensions" means for calendar year 2004, ten, and for subsequent calendar years the number of allowable catastrophic disability pensions allowed in the prior calendar year minus the number of catastrophic disability pensions approved by the local boards in the prior calendar year plus four.

D. Notwithstanding any other provision of this section, no member shall qualify for an accidental, catastrophic or ordinary disability pension if the local board determines that the member's disability results from the following:

1. An injury suffered while engaged in a felonious criminal act or enterprise.

2. Service in the armed forces of the United States that entitles the member to a veteran's disability pension.

3. A physical or mental condition or injury that existed or occurred before the member's date of membership in the system.

E. Accidental or ordinary disability shall be considered to have ceased and an accidental or ordinary disability pension terminates if the member:

1. Has sufficiently recovered, in the opinion of the local board, based on a medical examination by a designated physician or a physician working in a clinic that is appointed by the local board, to be able to engage in a reasonable range of duties within the member's department and the member refuses an offer of employment by an employer in the system.

2. Refuses to undergo any medical examination requested by the local board, provided that a medical examination shall not be required more frequently than once in any calendar year.

F. Sixty months after the award of a catastrophic disability pension, the local board shall reevaluate the member. If the member still qualifies for the catastrophic disability pension, the member is entitled to continue to receive the pension at the reduced amount prescribed in section 38-845, subsection E. A catastrophic disability shall be considered to have ceased and a catastrophic disability pension terminates if the local board determines that the member has sufficiently recovered and is able to engage in gainful employment based on a medical examination by a designated physician or a physician working in a clinic that is appointed by the local board. After the sixty-month review, the catastrophic disability shall be considered to have ceased and a catastrophic disability pension terminates if the local board determines that the member has sufficiently recovered and is able to engage in gainful employment based on a medical examination by a designated physician or a physician working in a clinic that is appointed by the local board, except that the medical examination shall not be required more frequently than once in a calendar year. The medical review

after the sixty-month period does not apply after the date the catastrophic disability pensioner would have attained twenty-five years of service assuming the pensioner remained a member of the system. The local board shall also terminate a catastrophic disability pension if the member refuses to undergo any medical examination requested by the local board. A member whose catastrophic disability pension is terminated may apply for and if eligible is entitled to receive an accidental disability pension as provided in this section.

G. Subsection E of this section does not apply after a disability pensioner's normal retirement date. The amount of a disability pension shall not be recomputed at a disability pensioner's normal retirement date.

H. If accidental or ordinary disability ceases before a retired member attains the member's normal retirement date and the member is reemployed by an employer, the member shall be treated as if the member has been on an uncompensated leave of absence during the period of the member's disability retirement and shall be a contributing member of the system. The pension payable on the member's subsequent retirement shall be determined as provided in section 38-845.

I. A member shall be eligible for a temporary disability pension if the member's employment is terminated before the member's normal retirement date by reason of temporary disability. Payment of a temporary disability pension shall commence as of the first day of the month following the date of disability or the expiration of a period during which the member is receiving compensation and sick leave payments, whichever is later. The last payment shall be made as of the first day of the month in which either the death of the member occurs or the local board deems the member is no longer under temporary disability, whichever first occurs, provided that not more than twelve monthly temporary disability payments shall be made in total to the member.

J. If on the expiration of a temporary disability pension the local board finds on application that the member has an accidental or ordinary disability, the member shall be eligible for an accidental or ordinary disability pension, as provided in this section.

K. The system shall make payments pursuant to section 401(a)(9) of the internal revenue code and the regulations that are issued under that section. Notwithstanding any other provision of the system, beginning January 1, 1987 payment of benefits to a member shall commence not later than April 1 of the calendar year following the later of:

1. The calendar year in which the member attains seventy-two years of age.

2. The date the member terminates employment.

AGENDA ITEM REVIEW FORM

PSPRS - Police **4. B.**

Meeting Date: 03/20/2023

Submitted By: Maria Barajas Gutierrez, Human Resources Coordinator, Human Resources Department

ITEM:

Discussion and possible action on any and all matters regarding hiring independent Legal Counsel for the City of San Luis PD Local Board. **(Adela Cortez, Director of Human Resources)**.

SUMMARY:

The City Attorney cannot provide legal counsel to the Board. Pursuant to A.R.S. 38-847. Local Boards (N). The fees of the medical board and of the local board's independent legal counsel and all other expenses of the local board necessary for the administration of the system shall be paid by the employer and not the board of trustees or system at such rates and in such amounts as the local board shall approve. **Each local board shall hire an independent legal counsel who is not an employee of or contracted with the employer or any employee organization and owes its duty of loyalty only to the local board in connection with its representation of the local board.** The independent legal counsel may not represent a member of the plan before any local board or any judicial appeal of a local board decision. The local board's independent legal counsel shall review the Model Uniform Rules for Local Board Procedure that are issued by the board of trustees

Attached is the Engagement and Retainer Agreement from Ryann Rapp Pacheco and Kelly P.L.C. The primary attorney engaged in this representation will be Ms. Cynthia Kelley. Ms. Kelley possess over 13 years of experience in Local Board representation. If approved by the Board, the attorneys will, as requested, attend meetings of the board, review agendas and supporting material prior to the meetings and monitor compliance with open meeting law for those meetings attended. The attorneys will, upon referral of a lawsuit or other legal matter by the Board, provide any necessary legal representation to the Board and any of its officers, employees, or agents as directed by the Board.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO hire RYAN RAPP PACHECO & KELLEY, P.L.C., with the terms of contract presented, to provide independent legal counsel to the Board.

Attachments

RYARAPP_PACHECO&KELLEY-AGREEMENT

RYAN RAPP
PACHECO
& KELLEY PLC
3200 N. Central Avenue, Suite 3200
Phoenix, Arizona 85012
602-280-1000
ckelley@rrpklaw.com

February 17, 2023

Ms. Mary Barajas Gutierrez
San Luis PSPRS Local Police Pension Board
P.O. Box 3720
San Luis, Arizona 85349

Re: Engagement and Retainer Agreement

Dear Ms. Barajas,

Thank you for the selection of Ryan Rapp Pacheco $ Kelley, P.L.C., to represent the San Luis PSPRS Local Police Pension Board ("the Board"). We recognize that the Board has a choice of legal counsel, and appreciate the confidence you have in our firm.

This letter is to confirm our understanding of the representation that Ryan Rapp Pacheco & Kelley has undertaken on the Board's behalf, its scope and the terms of our engagement. In addition, under our professional rules of ethics, we have an obligation to inform the Board of the firm's billing practices. Experience has shown that a letter such as this is useful both to the client and to the firm to express our respective expectations and undertakings.

We ask that you and the Board carefully review this letter. It is intended to be a formal Retainer and Engagement Agreement. If it meets with the Board's approval and understanding of our respective responsibilities and duties, please sign where indicated and return it to us. Your signature on this Agreement will confirm the Board's consent to the terms contained herein.

SCOPE OF REPRESENTATION

We understand that Ryan Rapp Pacheco & Kelley, P.L.C., has been retained to represent the Board in connection with the duties and responsibilities under the Arizona Public Safety Personnel Retirement System. The primary attorney engaged in this representation will be Cynthia Kelley. Lesli Sorensen will be available on an "as needed" basis. Cynthia has over 13 years of experience in Local Board representation and Lesli has a number of years of experience in this area as well.

The attorneys will, as requested, attend meetings of the Board, review agendas and supporting materials prior to the meetings and monitor compliance with open meeting law for those meetings attended. The attorneys will, upon referral of a lawsuit or other legal matter by

the Board, provide any necessary legal representation to the Board and any of its officers, employees, or agents as directed by the Board. The attorneys agree to perform all necessary legal services, including but not limited to investigation, legal research, preparation of legal memoranda, pleadings and briefs and making appearances before administrative tribunals and courts, in representing the Board.

The Board, as our client, agrees to cooperate with, and to timely provide assistance and requested documentation and information to us so that we may handle these legal matters on their behalf.

FEES AND COSTS AND RETAINER

All matters undertaken by the firm require that the client agree to terms of payment prior to the commencement of representation. In consideration of our services in connection with this representation, the Boards agree to pay Ryan Rapp Pacheco & Kelley according to the terms set forth in this Agreement. Any litigation necessitated by this representation is, by its very nature, time consuming, uncertain and often expensive. While the firm will work diligently on the Board's behalf, no predictions can be made as to the outcome of any particular matter. We normally send billings on a periodic basis, usually monthly. The periodic bills are to be paid upon presentation, and the amounts thereof are applied to the total fee. If the bills are not promptly paid, we reserve the right to withdraw from representation.

The normal fee arrangement of the firm is the "reasonable fee" arrangement which is based upon the criteria for reasonableness specified in the Arizona Rules of Professional Conduct. The factors set forth in the rules include the time required for tasks performed; the difficulty, novelty or complexity of the problem presented; the skill required to perform the services properly; the time constraints imposed by the clients or the nature of the matter; the amount involved and the results obtained for the clients; and the experience, reputation and ability of the lawyer or lawyers performing the service. We have established a normal hourly billing rate for each attorney and legal assistant, which is adjusted from time to time. Attorneys Cynthia Kelley and Lesli Sorensen will be the primary attorneys in this matter and their hourly billing rates for this representation are $275.00. If necessary, other attorneys may be involved in the matter and if that occurs, his/her hourly billing rate will be disclosed to you prior to that attorney commencing work on your cases. In addition to attorneys, there may be legal assistants involved in the matter. The firm's legal assistants are typically billed at rates between $75 and $150 per hour. In most circumstances, the total fee billed to the clients will be calculated primarily on the basis of the hourly rates and the amount of time expended for all attorneys and legal assistants involved in the matter. Such hourly totals, however, may be adjusted at the end of any particular case (and occasionally on an interim basis) to take account of the various factors described above.

For some cases, the fee arrangement may be a fixed hourly, fixed project, flat, or such other arrangement as is set forth in writing between the clients and the primary attorney

performing the work. In certain instances, modified or hybrid fee calculations may be appropriate as well. For example, in instances where the result achieved is particularly beneficial or advantageous to the clients when viewed against the amount(s) at stake or in controversy, the efforts expended and other like factors, the application of a "value billing" methodology above and beyond the base or customary hourly billing agreement may be appropriate. Of course, any such hybrid or value billing arrangement will be utilized only after prior consultation with, and concurrence of, the clients.

In addition to fees for legal services, the firm may incur various costs and expenses in performing legal services under this Agreement. These expenses will be itemized in our billing statements. Costs and expenses include, without limitation, filing fees, messenger and process services, special mailing expenses, express mail services, copying charges and other reproduction costs charged by an outside agency or vendor, expert fees, Westlaw research, long distance telephone calls, travel expenses and court reporter charges. We may send larger copying jobs to an outside copying service and charge the Boards for such service. We may ask that the Board pay court reporters' fees, outside copying charges and other large charges directly to the provider of the service.

To aid in the representation, our firm and the Board may agree that hiring expert witnesses, appraisers, accountants, consultants or investigators is necessary. Our firm will select such outside experts or entities, after consultation with the Board. The Board authorizes us to retain and the Board agrees to pay the fees or charges of these persons or entities hired by us, either directly to the outside person or entity, or to the firm, as appropriate.

In the event that the Board is involved in litigation, it may be possible to seek an award of the Board's attorneys' fees and costs from the opposing party. We will pursue such an award if appropriate, but we cannot and will not look to such an award as a source of payment for amounts owed to the firm under this Agreement. The Board is responsible for paying the fees and costs as set forth in this Agreement. If attorneys' fees and costs are awarded, we will reimburse the Board for the amount of the award, or apply the award to fees and costs that are still being accrued or owing.

We ask and expect payment of our billings on a current basis because delayed payments add to our overall costs of providing services to all of our clients. To avoid burdening our clients who do pay promptly with these additional overhead costs, we reserve the right to charge interest at the rate of ten percent (10%) per annum on any balance which is not paid by the end of the month following the month in which the firm's billing statement is dated. Unless otherwise agreed, payment of each monthly billing statement is due upon receipt.

CORRESPONDENCE, PLEADINGS AND DOCUMENTS

As a matter of course, the firm will forward to the Board copies of key correspondence, and any court pleadings and documents generated or received by us concerning the legal matter

being handled. This is an inexpensive and routine way to keep our clients advised of important developments and the status of the matter as it progresses. The Board should review the documents sent to them and contact us with any questions or comments about them. All communications to the Board is directed to the addresses provided to us. Because communications between the Board and the firm are critical, we must be kept informed of any changes in address, telephone number, and e-mail as appropriate.

RETENTION OF FILES AND FILE DESTRUCTION

Given the number of client matters the firm handles, the indefinite retention of each client's file is impractical. Therefore, once any particular matter is completed, the file will be marked "closed" by the firm. The Board has a right to obtain a copy of the files at any time, but given the firm's routine practice of copying clients with correspondence, pleadings and documents, the firm will only copy those documents the Board has not already been sent. Original documents will be returned to the Boards upon the closing of the file. If the Board needs another copy of the file after receiving copies from the firm, we will charge for the cost to re-copy the file. By executing this Agreement, you give the firm the Board's permission to destroy any files once they have remained closed, with no material activity, for a period of seven years.

CONFLICT OF INTEREST

The firm has conducted an internal conflict of interest check based upon the names of the persons and/or entities provided to us by you. No conflict of interest has appeared from this internal conflict check. The Boards agree to continue to provide any additional information to the firm regarding the names and identities of any other person or entity involved, or which may become involved, in any matters for which we provide representation.

TERMINATION OF REPRESENTATION AND CONCLUSION OF MATTERS

Once the representation of the Board in the matters described in this Agreement concludes, the firm will have no continuing obligation to represent the Board in any matter beyond the scope of representation as described herein unless an agreement for continued representation is reached.

The Board has the right to terminate the firm's representation with or without cause. However, should the Board determine to terminate our services, they must notify us in writing of the termination. Termination of our services does not negate any fees or costs owed to the firm in the representation.

The firm reserves the right to withdraw as set forth herein if our fees are not paid on a timely basis. The firm also reserves the right to withdraw for any reason permitted or required

under the Arizona Code of Professional Responsibility. In the event the firm determines to terminate the representation, the Board will be notified in writing as to the termination, and agree to execute an approval of a Motion to Withdraw or Substitution of Counsel, if applicable. In that event, the firm will cooperate in transitioning the matter to another attorney as appropriate.

After the Board has had an opportunity to review this Agreement, please sign it where indicated and return it to me for our file. The firm's attorneys will generally not proceed to work for a client beyond the initial consultation and initial research until a signed Agreement is received from the Board. In the event that legal services have been performed and costs expended on the Board's behalf, it is obligated to the firm for the value of such services and costs.

We recognize that this Agreement has a formal tone, but we believe that a complete understanding of our business relationship helps to assure a mutually beneficial attorney-client relationship. We appreciate this opportunity to be of assistance and look forward to working with the Board.

Very truly yours,

RYAN RAPP PACHECO & KELLEY, P.L.C.

Cynthia K. Kelley

Cynthia K. Kelley

I have read and understand the foregoing terms set forth in the Ryan Rapp Pacheco & Kelley, P.L.C. Engagement and Retainer Agreement, and approve and agree to them as of the date that Ryan Rapp Pacheco, & Kelley, P.L.C., first provided services to the Board.

SAN LUIS PSPRS LOCAL POLICE PENSION BOARD

By:_____ Date:_____

Printed Name:_____

AGENDA ITEM REVIEW FORM

PSPRS - Police **4. C.**

Meeting Date: 03/20/2023

Submitted By: Maria Barajas Gutierrez, Human Resources Coordinator, Human Resources Department

ITEM:

Discussion and possible action on any and all matters regarding the election of a non-voting secretary to serve on the San Luis Police Department Public Safety Personnel Local Retirement Board. **(Tadeo A. De La Hoya, Chairman)**

SUMMARY:

Currently, the position of non-voting secretary for this board is vacant upon Ms. Michelle Boucher's resignation from this position. Ms. Mary Barajas, Human Resources Coordinator, has expressed interest to serve as the non-voting secretary for the Board.

A.R.S. § 38-847(M) states:

"The local board shall elect a secretary who may, but need not, be a member of the local board."

The secretary's duties include but are not limited to keeping a record and prepare minutes of all meetings and forward them within 20 days of the Board Meeting.

RECOMMENDATION / SUGGESTED MOTION:

I MOVE TO ELECT MARY BARAJAS AS NON-VOTING SECRETARY OF THIS BOARD.

Attachments

ARS 38-847

38-847. Local boards

A. To the extent outlined in this section, the administration of the system and responsibility for making the provisions of the system effective for each employer are vested in a local board. The department of public safety, the Arizona game and fish department, the department of emergency and military affairs, the university of Arizona, Arizona state university, northern Arizona university, each county sheriff's office, each county attorney's office, each county parks department, each municipal fire department, each eligible fire district, each community college district, each municipal police department, the department of law, the department of liquor licenses and control, the Arizona department of agriculture, the Arizona state parks board, each Indian reservation police agency and each Indian reservation firefighting agency shall have a local board. A nonprofit corporation operating pursuant to sections 28-8423 and 28-8424 shall have one local board for all of its members. Each local board shall be constituted as follows:

1. For political subdivisions or Indian tribes, the mayor or chief elected official or a designee of the mayor or chief elected official approved by the respective governing body as chairperson, two members elected by secret ballot by members employed by the appropriate employer and two citizens, one of whom shall be the head of the merit system, or the head's designee from among the other members of the merit system, if it exists for the group of members, appointed by the mayor or chief elected official and with the approval of the governing body of the city or the governing body of the employer. The appointed two citizens shall serve on both local boards in a city or Indian tribes where both fire and police department employees are members.

2. For state agencies and nonprofit corporations operating pursuant to sections 28-8423 and 28-8424, two members elected by secret ballot by the members employed by the appropriate employer and three citizens appointed by the governor. Each state agency local board shall elect a chairperson.

3. For fire districts, the chairperson of the fire district governing board or the chairperson's designee, two members elected by secret ballot by members employed by the fire district and two citizens appointed by the chairperson of the fire district governing board, one of whom is a resident of the fire district and one of whom has experience in personnel administration but who is not required to be a resident of the fire district.

4. For joint powers authorities organized pursuant to section 48-805.01, the joint powers authority board chairperson or a designee approved by the governing body, two members elected by secret ballot by members employed by the joint powers authority and two citizens, one of whom is a resident of one of the partner entities and one of whom has experience in personnel administration but who is not required to be a resident of a partner entity.

B. On the taking effect of this system for an employer, the appointments and elections of local board members shall take place with one elective and appointive local board member serving a term ending two years after the effective date of participation for the employer and other local board members serving a term ending four years after the effective date. Thereafter, every second year, and as a vacancy occurs, an office shall be filled for a term of four years in the same manner as previously provided.

C. Each local board shall be fully constituted pursuant to subsection A of this section within sixty days after the employer's effective date of participation in the system. If the deadline is not met, on the written request of any member who is covered by the local board or the employer to the board of trustees, the board of trustees may appoint all vacancies of the local board pursuant to subsection A of this section and designate whether each appointive position is for a two-year or four-year term. If the board of trustees cannot find individuals to serve on the local board who meet the requirements of subsection A of this section, the board of trustees may appoint individuals to serve as interim local board members until qualified individuals are appointed or elected. Each local board shall meet at least twice a year. Each member of a local board, within ten days after the member's appointment or election, shall take an oath of office that, so far as it devolves on the member, the member shall diligently and honestly administer the affairs of the local board and that the member shall not knowingly violate or willingly allow to be violated any of the provisions of law applicable to the system. Within one hundred eighty days after appointment or election, each board member shall complete local board training as prescribed by the board of trustees, including open meeting laws, ethics, legal review and fiduciary responsibilities and duties.

D. Except as limited by subsection E of this section, a local board shall have such powers as may be necessary to discharge the following duties:

1. To decide all questions of eligibility for membership and disability and in the line of duty death benefits under the system.

2. To prescribe procedures to be followed by claimants in filing applications for disability and in the line of duty death benefits.

3. To make a determination as to the right of any claimant to a disability and in the line of duty death benefit, to issue opinions on questions of whether benefits are consistent with and allowable under the system and to afford any claimant or the board of trustees, or both, a right to a rehearing on the original determination. Except as otherwise required by law, unless all parties involved in a matter presented to the local board for determination otherwise agree, the local board shall commence a hearing on the matter within ninety days after the date the matter is presented to the local board for determination. If a local board fails to commence a hearing as provided in this paragraph, on a matter presented to the local board for determination, the relief demanded by the party petitioning the local board is deemed granted and approved by the local board.

4. To request and receive from the employers and from members such information as is necessary for the proper administration of the system and action on claims for eligibility for membership and disability and in the line of duty death benefits, and to forward such information to the board of trustees.

5. To distribute, in such manner as the local board determines to be appropriate, information explaining the system received from the board of trustees.

6. To furnish the employer, the board of trustees and the legislature, on request, with such annual reports with respect to the administration of the system as are reasonable and appropriate.

7. To receive and review the actuarial valuation of the system for its group of members.

8. To receive and review reports of the financial condition and of the receipts and disbursements of the fund from the board of trustees.

9. To appoint medical boards as provided in section 38-859.

10. To sue and be sued to effectuate the duties and responsibilities set forth in this article.

E. A local board may not add to, subtract from, modify or waive any of the terms of the system, change or add to any benefits provided by the system or waive or fail to apply any requirement of eligibility for membership or disability and in the line of duty death benefits under the system. Notwithstanding any limitations periods imposed in this article, including subsection D, paragraph 3 and subsections G and H of this section, if the board of trustees determines a local board decision violates the internal revenue code or threatens to impair the system's status as a qualified plan under the internal revenue code, the local board's decision is not final and binding and the board of trustees may refrain from implementing or complying with the local board decision.

F. A local board shall establish and adopt such rules as it deems necessary for its administration and to adjudicate claims and disputes. At a minimum, the board's rules shall incorporate the model uniform rules for local board procedure that are issued by the board of trustees. All rules and decisions of a local board shall be uniformly and consistently applied to all members in similar circumstances. If a claim or dispute is presented to a local board for determination but the local board has not yet adopted uniform rules of procedure for adjudication of the claim or dispute, the local board shall adopt and use the model uniform rules of local board procedure that are issued by the board of trustees' fiduciary counsel to adjudicate the claim or dispute.

G. Except as otherwise provided in this article, any action by a majority vote of the members of a local board that is not inconsistent with the provisions of the system and the internal revenue code shall be final, conclusive and binding on all persons affected by it unless a timely application for a rehearing or appeal is filed as provided in this article. Not later than twenty days after taking action, the local board shall submit to the board of trustees the minutes from the local board meeting that include the name of the member affected by its decision, a description of the action taken and an explanation of the reasons and all documents submitted to the local board for the action taken, including the reports of a medical board. The board of trustees may require additional records from the local board or the employer or may require that the local board conduct a rehearing on the matter. The board of trustees may not implement and comply with any local board action that does not comply with the internal revenue code or that threatens to jeopardize the system's status as a qualified plan under the internal revenue code.

H. A claimant may apply for or the board of trustees may require a rehearing before the local board within the time periods prescribed in this subsection, except that if a decision of a local board violates the internal revenue code or threatens to jeopardize the

system's status as a qualified plan under the internal revenue code, any limitation period for the board of trustees to require a rehearing of a local board decision does not apply. An application for a rehearing shall be filed in writing with a member of the local board or its secretary within sixty days after:

1. The applicant-claimant receives notification of the local board's original action by certified mail, by attending the meeting at which the action is taken or by receiving benefits from the system pursuant to the local board's original action, whichever occurs first.

2. The applicant-board of trustees receives notification of the local board's original action as prescribed by subsection G of this section by email or certified mail.

I. A hearing before a local board on a matter remanded from the superior court is not subject to a rehearing before the local board.

J. Decisions of local boards are subject to judicial review pursuant to title 12, chapter 7, article 6.

K. When making a ruling, determination or calculation, the local board shall be entitled to rely on information furnished by the employer, a medical board, the board of trustees, independent legal counsel or the actuary for the system.

L. Each member of a local board is entitled to one vote. A majority is necessary for a decision by the members of a local board at any meeting of the local board.

M. The local board shall adopt such bylaws as it deems desirable. The local board shall elect a secretary who may, but need not, be a member of the local board. The secretary of the local board shall keep a record and prepare minutes of all meetings in compliance with chapter 3, article 3.1 of this title and forward the minutes and all necessary communications to the board of trustees as prescribed by subsection G of this section. Within one hundred eighty days after election, the local board's secretary shall complete local board training as prescribed by the board of trustees, including open meeting laws, ethics, legal review and fiduciary responsibilities and duties.

N. The fees of the medical board and of the local board's independent legal counsel and all other expenses of the local board necessary for the administration of the system shall be paid by the employer and not the board of trustees or system at such rates and in such amounts as the local board shall approve. Each local board shall hire an independent legal counsel who is not an employee of or contracted with the employer or any employee organization and owes its duty of loyalty only to the local board in connection with its representation of the local board. The independent legal counsel may not represent a member of the plan before any local board or any judicial appeal of a local board decision. The local board's independent legal counsel shall review the model uniform rules for local board procedure that are issued by the board of trustees.

O. The local board shall issue directions to the board of trustees concerning all benefits that are to be paid from the employer's account pursuant to the provisions of the fund. The local board shall keep on file, in such manner as it may deem convenient or proper, all reports from the board of trustees and the actuary.

P. The local board and the individual members of the local board shall be indemnified from the assets of the employer for any judgment against the local board or its members, including attorney fees and costs, arising from any act, or failure to act, made in good faith pursuant to the provisions of the system, including expenses reasonably incurred in the defense of any claim relating to the act or failure to act.

Q. A local board shall submit to the board of trustees the names of the members of the local board and the local board's secretary and independent legal counsel and shall submit any changes to those positions within ten days after the change.

R. An employer and a local board shall submit any reports, data, paperwork or other materials that are requested by the board of trustees for any reason, including local board action or inaction or to investigate a complaint regarding a local board. If the board of trustees or its designee through an audit or investigation finds that the local board is not in compliance with statute or the model uniform rules for local board procedure, the board of trustees shall notify the local board of the noncompliance and the local board shall have sixty days to take corrective action. If the local board fails to take adequate corrective action, the board of trustees may act on behalf of the local board until the matter is resolved. The board of trustees or its designee shall work with the local board members to take the appropriate corrective actions, including appointing any vacant or noncompliant local board member positions, if necessary, to bring the local board and its membership, policies and procedures into compliance.